

NATURE AND OBJECT OF ACTION

The object of the above action is to foreclose a Mortgage held by the Plaintiff and recorded in the County of Saratoga, State of New York as more particularly described in the Complaint herein

TO THE DEFENDANT(S), except Vincent R. Stewart and Heather M. Stewart aka Heather M. Straight, the plaintiff makes no personal claim against you in this action.

TO THE DEFENDANT(S), except Vincent R. Stewart and Heather M. Stewart aka Heather M. Straight;

IF, AND ONLY IF, you have received or will receive a Bankruptcy Discharge Order which includes this debt, the plaintiff is solely attempting to enforce its mortgage lien rights in the subject real property and makes no personal claim against you. In that event, nothing contained in these or any papers served or filed or to be served or filed in this action will be an attempt to collect from you or to find you personally liable for the discharged debt.

YOU ARE HEREBY PUT ON NOTICE THAT WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK
United States of America, Acting Through the
Rural Housing Service or Successor Agency,
United States Department of Agriculture
Plaintiff,

CASE NO. 1:18-CV-1265 (LEK/DJS)

-against-

COMPLAINT

**ACTION TO FORECLOSE
A MORTGAGE**

Vincent R. Stewart,
Heather M. Stewart aka Heather M. Straight;
“JOHN DOE #1-5” and “JANE DOE #1-5”, said names
being fictitious, it being the intention of plaintiff to
designate any and all occupants, tenants, persons or
corporations, if any, having or claiming an interest in
or lien upon the premises being foreclosed herein,

Defendants

The plaintiff herein, by its attorney MANFREDI LAW GROUP, PLLC, complains of the defendants above named, and for its cause of action, and alleges:

1. This court has jurisdiction under the provisions of Title 28, United States Code, Section 1345.
2. The plaintiff, UNITED STATES DEPARTMENT OF JUSTICE, NORTHERN DISTRICT OF NEW YORK, having an address of 441 SOUTH SALINA STREET, ROOM 356, SYRACUSE NY 13202-2455 is authorized to issue loans to borrowers by and through the Department of Agriculture.

THE NOTE AND MORTGAGE

3. That on or about December 3rd, 2009 the defendants, Vincent R. Stewart and Heather M. Stewart a/k/a Heather M. Straight, for monies loaned and for the purpose of securing to lender/plaintiff or its predecessor, its successor and assigns, a sum of money, duly executed

and acknowledged a Promissory Note in the amount of \$131,200.00 at an interest at the rate of 4.87500% and agreed to repay said sums in monthly principal and interest payments each and every month.

4. A copy of the Promissory Note is attached as Exhibit A.
5. That as security for the payment of said indebtedness, a Mortgage was executed acknowledged and delivered to the stated lender/mortgagee/plaintiff its successor and assigns under certain conditions with rights, duties and privileges between the parties as described therein.
6. A copy of the Mortgage is attached as Exhibit B.
7. The Mortgage was recorded in the Saratoga County Clerk's Office on 12/7/2009 as Instrument number 2009043164.
8. The "mortgaged premises" is 18 Third Avenue, Hadley, New York 12835 described herein as "Schedule A".
9. Attached as Exhibit C are redacted Rural Housing Service Payment Subsidy Agreements. Pursuant to the Mortgage and said Subsidy Agreements, the Plaintiff is entitled to recapture said subsidy amounts.
10. The plaintiff is the owner and holder of the subject mortgage and note, or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject mortgage and note.
11. That Vincent R. Stewart and Heather M. Stewart aka Heather M. Straight failed to comply with the conditions of the Promissory Note by failing to make payment due and on 12/6/2016 the loan was accelerated at which time the Defendants were 247 days behind scheduled payment. Exhibit D.

12. The requisite notice as is required under the mortgage was sent and advised the borrower which agreement he/she/they defaulted, advised the actions required to cure the default, the date by which the curative actions must be completed which date being at least 30 days from the date of the notice, advised that plaintiff may require immediate payment in full unless cured, and advised the borrower(s) that have a right to present a defense to the lawsuit.

Exhibit D.

13. The property which is the subject of this foreclosure action does not meet the definition of a "home loan" pursuant to New York RPAPL §§ 1304 and 1306, because the mortgaged property is not the borrowers' principal residence.

14. Upon information and belief, the borrower defendants do not reside at the mortgaged premises.

15. The plaintiff is exempt from complying with the 90 day notice provisions of RPAPL §§ 1304 and 1306 because the mortgaged premises is not the borrowers' residence.

16. Notwithstanding, the 90-day pre-foreclosure notice was issued on 6/8/2017. Exhibit E.

17. There is currently due the following sums:

| | |
|--|---------------------|
| Principal (Note) | <u>\$118,653.10</u> |
| Interest (Note) at <u>4.875%</u> per annum From April 3, 2016 through October 22, 2018 | <u>\$ 14,769.88</u> |
| Principal (Advances – Taxes/Ins/Maint) | <u>\$ 4,832.85</u> |
| Interest (Advances – Taxes/Ins/Maint) | <u>\$ 241.32</u> |
| Escrow/Impound (Advances paid, but not yet posted to account's Advance Principal) | <u>\$ 1,072.82</u> |
| Late Charges Due | <u>\$ 93.31</u> |

Interest Credit (Subsidy) Granted \$11,247.11
(Subsidy Calculated for Recapture)

\$ 0.00

TOTAL DUE THROUGH October 22, 2018

\$139,663.28

18. That in order to protect its security, the plaintiff may be compelled to pay during the pendency of this action, local taxes, assessments, water rates, insurance premiums and other charges assessed to the Mortgaged Premises, and hereby requests that any sums paid by it for said purposes, with interest thereon, be added to the sum otherwise due, be deemed secured by the mortgage and be adjudged a valid lien on the Mortgaged Premises.
19. Vincent R. Stewart and Heather M. Stewart aka Heather M. Straight is included in this lawsuit as Record Owners and original obligors under the Note secured by the Mortgage recorded on 12/7/2009 in Instrument No. 2009043164. Exhibits A & B.
20. The true names of the defendants “JOHN DOE #1-5” and “JANE DOE #1-5” are unknown to the United States, those names being fictitious, but intending to designate tenants, occupants or other persons, if any, having or claiming any estate or interest in possession upon the premises or any portion thereof.
21. The plaintiff shall not be deemed to have waived, altered, released or changed its election herein by reason of any payment after the commencement of this action of any or all of the defaults mentioned herein and such election shall continue to be effective.
22. No other action or proceeding has been brought at law or otherwise for the recovery of said sums secured by the Promissory Note and Mortgage or any part thereof.
23. That the Certificate of Merit pursuant to CPLR 3012-b is annexed hereto and made a part hereof.
24. The plaintiff is not seeking a deficiency judgment in this lawsuit.

- 25. The plaintiff is not seeking attorneys' fees in this lawsuit.
- 26. The plaintiff seeks a judgment of foreclosure and sale only.

WHEREFORE, Plaintiff demands judgment:

- (a) That the defendants, or either or any of them, subsequent to the filing of the Notice of Pendency of this action, and every person whose conveyance or encumbrance is subsequent or subsequently recorded, be forever barred and foreclosed of all right, claim, lien, interest or equity of redemption in the mortgaged premises;
- (b) of foreclosure and sale the mortgaged premises 18 Third Avenue, Hadley, New York 12835 as shown in annexed Schedule A may be decreed to be sold according to law
- (c) That the priority of liens against the real property be determined by the Court, and the proceeds of the sale of said property, after proper court costs, be distributed among the owners and holders of liens against said property in the order of priority thereof as determined by the Court; and
- (d) That the total amount due to the Plaintiff on the NOTE and MORTGAGE as described herein be adjudged;
- (e) That the Plaintiff may be paid the amount adjudged to be due to the Plaintiff with interest thereon to the time of such payment, together with the costs and expenses of this action and the expenses of the sale, so far as the amount of such money properly applicable thereto will pay the same; and
- (f) That the Plaintiff may have such other and further relief which as to this Court may seem just, reasonable and proper.

Dated: October 25, 2018

/s/ John Manfredi
John Manfredi, Esq.
Manfredi Law Group, PLLC,

Attorneys for Plaintiff,
302 East 19th Street, Suite 2A
New York, New York 10003
Telephone No. (347) 614-7006

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK
United States of America, Acting Through the
Rural Housing Service or Successor Agency,
United States Department of Agriculture

Case No.

Plaintiff,

-against-

Mortgaged Premises:
18 Third Avenue, Hadley, New York 12835

Vincent R. Stewart,
Heather M. Stewart aka Heather M. Straight;
“JOHN DOE #1-5” and “JANE DOE #1-5”, said names
being fictitious, it being the intention of plaintiff to
designate any and all occupants, tenants, persons or
corporations, if any, having or claiming an interest in
or lien upon the premises being foreclosed herein,

Defendants

CERTIFICATE OF MERIT PURSUANT TO CPLR 3012-B

John Manfredi, Esq., pursuant to CPLR § 2106 and under the penalties of perjury, affirms as follows:

1. I am the attorney of record for plaintiff in the above-captioned mortgage foreclosure action. As such, I am fully aware of the underlying action, as well as the proceedings had herein.
2. I have reviewed the facts of this case and communicated with Jennifer Jackson, a representative of plaintiff concerning the subject of this action.
3. Based upon my communication with the plaintiff and my review of the pertinent documents, including the mortgage, security agreement and note or bond underlying the mortgage executed by the defendants and all instruments of assignment, if any,

and any other instrument of indebtedness including any modification, extension, and/or consolidation, and to the best of my knowledge, information and belief, there is a reasonable basis for the commencement of this action and that Plaintiff is currently the creditor entitled to enforce rights under such documents.

4. I further certify that to the best of my knowledge, information and belief, formed after reasonable inquiry regarding the present action, the presentation of the pleadings or the contentions contained herein is true and correct.

Dated: October 25, 2018

/s/ John Manfredi
John Manfredi, Esq.
Manfredi Law Group, PLLC,
Attorneys for Plaintiff,
302 East 19th Street, Suite 2A
New York, New York 10003
Telephone No. (347) 614-7006

WebTitle File No.: WTA-18-018485

Client File No.:

**SCHEDULE A
DESCRIPTION OF MORTGAGED PREMISES**

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, situate on Hadley Heights, lying and being in the Town of Hadley, Saratoga County, New York, bounded and described as follows:

BEGINNING in the northeasterly side of the roadway leading over Hadley Heights to the Hughes Farm, at the southwest corner of a lot of land heretofore sold by the estate of Bert W. Johnson to Benjamin Dingman and Sarah Dingman, and runs from thence North 39 degrees 30 minutes East along the southerly line of said last mentioned lot a distance of 104 feet to the Pole Line property of the N.Y.P. & L. Corp., and being the southeast corner of said last mentioned lot; thence South 26 degrees East along said Pole Line property 225 feet to the northeasterly side of said roadway, and thence North 53 degrees West along said roadway 206 feet to the place of beginning, being a flat-iron piece or property.

A MORE MODERN DESCRIPTION OF THE ABOVE PREMISES IS AS FOLLOWS:

ALL that tract or parcel of land situate on the northeast side of Third Ave., Town of Hadley, Saratoga County, State of New York and being more particularly bounded and described as follows:

BEGINNING at a found iron pipe at the southeast corner of the herein described parcel and being on the North side of Third Avenue and also being the southwest corner of lands of Niagara Mohawk Power Corporation; thence from said point of beginning; North 53 degrees 00 minutes 00 seconds West, 201.44 feet along Third Avenue to a point at the southeast corner of William and Debra Gilbert (L. 1433 P. 371); thence North 37 degrees 32 minutes 19 seconds East, 102.15 feet along lands of Gilbert to a found iron pipe on the West boundary of Niagara Mohawk Power Corporation; thence South 26 degrees 00 minutes 00 seconds East, 225.00 feet along lands of Niagara Mohawk Power Corporation to the point and place of beginning.

SUBJECT to easements and rights-of-way of record. Said parcel containing 0.236 plus or minus acres.

Premises: 18 Third Avenue, Hadley, NY 12835
Tax Parcel ID No.: Section: 27.13 Block: 1 Lot: 25

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

CASE NO.

United States of America, Acting Through the
Rural Housing Service or Successor Agency,
United States Department of Agriculture

Plaintiff,

-against-

Vincent R. Stewart,
Heather M. Stewart aka Heather M. Straight;
“JOHN DOE #1-5” and “JANE DOE #1-5”, said names
being fictitious, it being the intention of plaintiff to
designate any and all occupants, tenants, persons or
corporations, if any, having or claiming an interest in
or lien upon the premises being foreclosed herein,

Defendants

AFFIDAVIT VERIFICATION FROM
THE SECRETARY OF THE U.S. DEPARTMENT OF AGRICULTURE

STATE OF NEW YORK)
) SS
COUNTY OF ONONDAGA)

Before me, the undersigned authority, personally appeared Affiant, who was sworn and says that:

1. Affiant is employed by the United States of America and holds the position of Single Family Housing Program Director, with the USDA Rural Housing Service (formerly Farmers Home Administration), Syracuse office and is authorized to make this Affidavit.
2. Affiant has read the foregoing Complaint.

3. Affiant has personal knowledge of the matters set forth herein based on my review of the Note, Mortgage and other loan documents related to this action and of business records of the United States Department of Agriculture related thereto. On information and belief, such records were made at or near the time of the event described therein by, or from information transmitted by, a person with knowledge of the event described therein. Such business records are kept in the ordinary course of the regularly conducted business activity of such persons of the US DEPARTMENT OF AGRICULTURE and it is the regular practice of the US DEPARTMENT OF AGRICULTURE to make and keep such business records.

DATED ON October 26, 2018



Jennifer Jackson, Affiant

Sworn before me on this
26th day of October, 2018



NOTARY PUBLIC

SUSAN C. GALSTER
Notary Public in the State of New York
Qualified in Onondaga County No. 4782367
My Commission Expires March 30, 2019

May 31 2019

Exhibit A

Form RD 1940-16
(Rev. 7-05)Form Approved
OMB No. 0575-0172UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL HOUSING SERVICE

PROMISSORY NOTE

Type of Loan SECTION 502

SATISFIED

Loan No. 8129

This _____ day of _____, 20 _____

United States of America

By: _____

Title: _____

USDA, Rural Housing Services

Date: 12/03 20 0918 Third Avenue

(Property Address)

HadleySaratogaNY

(City or Town)

(County)

(State)

BORROWER'S PROMISE TO PAY. In return for a loan that I have received, I promise to pay to the order of the United States of America, acting through the Rural Housing Service (and its successors) ("Government") \$ 131,200.00 (this amount is called "principal"), plus interest.

INTEREST. Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of 4.8750 %. The interest rate required by this section is the rate I will pay both before and after any default described below.

PAYMENTS. I agree to pay principal and interest using one of two alternatives indicated below:

I. Principal and interest payments shall be temporarily deferred. The interest accrued to _____, shall be added to the principal. The new principal and later accrued interest shall be payable in 396 regular amortized installments on the date indicated in the box below. I authorize the Government to enter the amount of such new principal here: \$ _____, and the amount of such regular installments in the box below when such amounts have been determined. I agree to pay principal and interest in installments as indicated in the box below.

II. Payments shall not be deferred. I agree to pay principal and interest in 396 installments as indicated in the box below.

I will pay principal and interest by making a payment every month.
I will make my monthly payment on the 3rd day of each month beginning on January 3, 2010 and continuing for 395 months. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this note. My monthly payments will be applied to interest before principal. If on December 3, 2042, I still owe amounts under this note, I will pay those amounts in full on that date, which is called the "maturity date."
My monthly payment will be \$ 666.91. I will make my monthly payment at the post office address noted on my billing statement or a different place if required by the Government.

PRINCIPAL ADVANCES. If the entire principal amount of the loan is not advanced at the time of loan closing, the unadvanced balance of the loan will be advanced at my request provided the Government agrees to the advance. The Government must make the advance provided the advance is requested for an authorized purpose. Interest shall accrue on the amount of each advance beginning on the date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of such advance on the Record of Advances.

HOUSING ACT OF 1949. This promissory note is made pursuant to title V of the Housing Act of 1949. It is for the type of loan indicated in the "Type of Loan" block at the top of this note. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Account # 37348129

LATE CHARGES. If the Government has not received the full amount of any monthly payment by the end of 15 days after the date it is due, I will pay a late charge. The amount of the charge will be 2 percent of my overdue payment of principal and interest. I will pay this charge promptly, but only once for each late payment.

BORROWER'S RIGHT TO PREPAY. I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Government in writing that I am making a prepayment.

I may make a full prepayment or partial prepayment without paying any prepayment charge. The Government will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there **will be no changes in the due date or in the amount of my monthly payment unless the Government agrees in writing to** those changes. Prepayments will be applied to my loan in accordance with the Government's regulations and accounting procedures in effect on the date of receipt of the payment.

ASSIGNMENT OF NOTE. I understand and agree that the Government may at any time assign this note without my consent. If the Government assigns the note I will make my payments to the assignee of the note and in such case the term "Government" will mean the assignee.

CREDIT ELSEWHERE CERTIFICATION. I certify to the Government that I am unable to obtain sufficient credit from other sources at reasonable rates and terms for the purposes for which the Government is giving me this loan.

USE CERTIFICATION. I certify to the Government that the funds I am borrowing from the Government will only be used for purposes authorized by the Government.

LEASE OR SALE OF PROPERTY. If the property constructed, improved, purchased, or refinanced with this loan is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for 3 years or longer, or (3) is sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the entire remaining unpaid balance of the loan immediately due and payable. If this happens, I will have to immediately pay off the entire loan.

REQUIREMENT TO REFINANCE WITH PRIVATE CREDIT. I agree to periodically provide the Government with information the Government requests about my financial situation. If the Government determines that I can get a loan from a responsible cooperative or private credit source, such as a bank or a credit union, at reasonable rates and terms for similar purposes as this loan, at the Government's request, I will apply for and accept a loan in a sufficient amount to pay this note in full. This requirement does not apply to any cosigner who signed this note pursuant to section 502 of the Housing Act of 1949 to compensate for my lack of repayment ability.

SUBSIDY REPAYMENT AGREEMENT. I agree to the repayment (recapture) of subsidy granted in the form of payment assistance under the Government's regulations.

CREDIT SALE TO NONPROGRAM BORROWER. The provisions of the paragraphs entitled "Credit Elsewhere Certification" and "Requirement to Refinance with Private Credit" do not apply if this loan is classified as a nonprogram loan pursuant to section 502 of the Housing Act of 1949.

DEFAULT. If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default the Government may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Government may require me to immediately pay the full amount of the unpaid principal, all the interest that I owe, and any late charges. Interest will continue to accrue on past due principal and interest. Even if, at a time when I am in default, the Government does not require me to pay immediately as described in the preceding sentence, the Government will still have the right to do so if I am in default at a later date. If the Government has required me to immediately pay in full as described above, the Government will have the right to be paid back by me for all of its costs and expenses in enforcing this promissory note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

37348129

Account # 37348129

NOTICES. Unless applicable law requires a different method, any notice that must be given to me under this note will be given by delivering it or by mailing it by first class mail to me at the property address listed above or at a different address if I give the Government a notice of my different address. Any notice that must be given to the Government will be given by mailing it by first class mail to the Government at USDA Rural Housing Service, c/o Customer Service Branch
Post Office Box 66889, St. Louis, MO 63166, or at a different address if I am given a notice of that different address.

OBLIGATIONS OF PERSONS UNDER THIS NOTE. If more than one person signs this note, each person is fully and personally obligated to keep all of the promises made in this note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this note is also obligated to do these things. The Government may enforce its rights under this note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this note. The term "Borrower" shall refer to each person signing this note.

WAIVERS. I and any other person who has obligations under this note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Government to demand payment of amounts due. "Notice of dishonor" means the right to require the Government to give notice to other persons that amounts due have not been paid.

WARNING: Failure to fully disclose accurate and truthful financial information in connection with my loan application may result in the termination of program assistance currently being received, and the denial of future federal assistance under the Department of Agriculture's Debarment regulations, 7 C.F.R. part 3017.

Vincent R. Stewart Seal

Borrower Vincent R Stewart

Heather M Stewart Seal

Borrower Heather M Stewart

____ Seal

Borrower

____ Seal

Borrower

| RECORD OF ADVANCES | | | | | |
|--------------------|------------|---------|------|----------|------|
| AMOUNT | DATE | AMOUNT | DATE | AMOUNT | DATE |
| (1) \$131,200.00 | 12-03-2009 | (8) \$ | | (15) \$ | |
| (2) \$ | | (9) \$ | | (16) \$ | |
| (3) \$ | | (10) \$ | | (17) \$ | |
| (4) \$ | | (11) \$ | | (18) \$ | |
| (5) \$ | | (12) \$ | | (19) \$ | |
| (6) \$ | | (13) \$ | | (20) \$ | |
| (7) \$ | | (14) \$ | | (21) \$ | |
| | | | | TOTAL \$ | |

37348129

Exhibit B



WESTCHESTER COUNTY - STATE OF NEW YORK
KATHLEEN A. MARCHIONE, COUNTY CLERK
40 MCMASTER STREET, BALLSTON SPA, NY 12020

COUNTY CLERK'S RECORDING PAGE*****THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH*****

RECEIPT NO. : 2009211599719

Clerk: GCM
Instr #: 2009043164
Rec Date: 12/07/2009 10:18:42 AM
Doc Grp: X
Descrip: MORTGAGE
Num Pgs: 8

Party1: STEWART VINCENT R
Party2: UNITED STATES OF AMERICA ACTING
THROUGH THE RURAL HOUSING SERVICE
Town: HADLEY

Recording:

| | |
|-----------------|-------|
| Pages | 35.00 |
| Cover Sheet Fee | 5.00 |
| Recording Fee | 20.00 |
| Education Fee | 20.00 |
| Names | 0.50 |
| 255 Affidavit | 5.00 |

| | |
|------------|-------|
| Sub Total: | 85.50 |
|------------|-------|

| | |
|-------------------|------|
| Basic Tax Amount | 0.00 |
| SONYMA Tax Amount | 0.00 |
| CDTA Tax Amount | 0.00 |

| | |
|------------|------|
| Sub Total: | 0.00 |
|------------|------|

| | |
|--------|-------|
| Total: | 85.50 |
|--------|-------|

**** NOTICE: THIS IS NOT A BILL ****

***** Mortgage Tax *****

Serial #: DA-8000
Calc Method: Exempt
Mtg Amt: 131200.00

| | |
|--------|------|
| Basic | 0.00 |
| SONYMA | 0.00 |
| CDTA | 0.00 |

| | |
|--------|------|
| Total: | 0.00 |
|--------|------|

Record and Return To:

WILLIAM L NIKAS ESQ
116 OAK ST
HUDSON FALLS NY 12839-0267

2009211599719

2009043164

12/07/2009 10:18:42 AM

8 Pages

RECORDED

MORTGAGE

Kathleen A Marchione Saratoga Co Clerk

Form RD 3550-14 NY
(Rev. 6-03)

(Space Above This Line For Recording Data)

Form Approved
OMB No. 0575-0172United States Department of Agriculture
Rural Housing Service

MORTGAGE FOR NEW YORK

THIS MORTGAGE ("Security Instrument") is made on December 3, 2009 . [Date]
The mortgagor is VINCENT R. STEWART and HEATHER M. STEWART

("Borrower").

This Security Instrument is given to the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption agreements (herein collectively called "Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and payable on the maturity date:

| <u>Date of Instrument</u> | <u>Principal Amount</u> | <u>Maturity Date</u> |
|---------------------------|-------------------------|----------------------|
| December 3, 2009 | \$131,200.00 | December 3, 2042 |

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the property covered by this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, and (d) the recapture of any payment assistance and subsidy which may be granted to the Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(g) or 1490a. For this purpose, Borrower irrevocably grants and conveys to Lender the following described property located in the County of Saratoga, Town of Hadley, State of New York:

SEE SCHEDULE "A" DESCRIPTION ANNEXED HERETO AND MADE A PART HEREOF.

which has the address of 18 Third Avenue, Hadley 12835
[Street] [City] , New York [ZIP]
("Property Address");

According to the Paperwork Reduction Act of 1996, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which now or hereafter are a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law or federal regulation that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held by a federal agency (including Lender) or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property after acceleration under paragraph 22, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien; (2) to accrued interest due under the Note; (3) to principal due under the Note; (4) to amounts required for the escrow items under paragraph 2; (5) to late charges and other fees and charges.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has agreed in writing to such lien or Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse Lender for all of Lender's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the Property.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurer providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, at Lender's option Lender may obtain coverage to protect Lender's rights in the Property pursuant to paragraph 7.

All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If after acceleration the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is not required to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Refinancing.** If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby in full.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower and any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

15. **Borrower's Copy.** Borrower acknowledges receipt of one conformed copy of the Note and of this Security Instrument.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this

Security Instrument.

17. Nondiscrimination. If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion, sex, national origin, handicap, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, national origin, handicap, age or familial status.

18. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

19. Uniform Federal Non-Judicial Foreclosure. If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in accordance with such federal procedure.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations.

As used in this paragraph "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means federal laws and regulations and laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Cross Collateralization. Default hereunder shall constitute default under any other real estate security instrument held by Lender and executed or assumed by Borrower, and default under any other such security instrument shall constitute default hereunder.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be decreed incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

23. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to Lender, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, Lender and its agents may bid and purchase as a stranger and may pay Lender's share of the purchase price by crediting such amount on any debts of Borrower owing to Lender, in the order prescribed above.


24. Borrower agrees that Lender will not be bound by any present or future state laws, (a) providing for valuation, appraisal, homestead or exemption of the Property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c)

prescribing any other statute of limitations, (d) allowing any right of possession or, (e) limiting the conditions which Lender may be regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such state law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent.

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box]

☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other(s) [specify]

Witnesses:

 (Seal)

VINCENT R. STEWART Borrower

 (Seal)

HEATHER M. STEWART Borrower


ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF WASHINGTON } SS:

On the 3rd day of December in the year 2009 before me, the undersigned, a notary public in and for said State, personally appeared VINCENT R. STEWART & HEATHER M. STEWART, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.


Notary Public

WILLIAM L. NIKAS
Notary Public, State of New York
Washington County, No. 02NI4624358
My Commission Expires 01/31/ 2011


WILLIAM L. NIKAS
ATTORNEY AT LAW
116 OAK STREET - P.O. BOX 267
HUDSON FALLS, NEW YORK 12839-0267

SCHEDULE A

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, situate on Hadley Heights, lying and being in the Town of Hadley, Saratoga County, New York, bounded and described as follows:

BEGINNING in the northeasterly side of the roadway leading over Hadley Heights to the Hughes Farm, at the southwest corner of a lot of land heretofore sold by the estate of Bert W. Johnson to Benjamin Dingman and Sarah Dingman, and runs from thence North 39 degrees 30 minutes East along the southerly line of said last mentioned lot a distance of 104 feet to the Pole Line property of the N.Y.P. & L. Corp.: and being the southeast corner of said last mentioned lot; thence South 26 degrees East along said Pole Line property 225 feet to the northeasterly side of said roadway, and thence North 53 degrees West along said roadway 206 feet to the place of beginning, being a flat-iron piece of property.

A MORE MODERN DESCRIPTION OF THE ABOVE PREMISES IS AS FOLLOWS:

ALL that tract or parcel of land situate on the northeast side of Third Ave., Town of Hadley, Saratoga County, State of New York and being more particularly bounded and described as follows:

BEGINNING at a found iron pipe at the southeast corner of the herein described parcel and being on the North side of Third Avenue and also being the southwest corner of lands of Niagara Mohawk Power Corporation; thence from said point of beginning: North 53 degrees 00 minutes 00 seconds West, 201.44 feet along Third Avenue to a point at the southeast corner of William and Debra Gilbert (L. 1433 P. 371); thence North 37 degrees 32 minutes 19 seconds East, 102.15 feet along lands of Gilbert to a found iron pipe on the West boundary of Niagara Mohawk Power Corporation; thence South 26 degrees 00 minutes 00 seconds East, 225.00 feet along lands of Niagara Mohawk Power Corporation to the point and place of beginning

SUBJECT to easements and rights-of-way of record. Said parcel containing 0.236 plus or minus acres.

Exhibit C

Form RD 3550-21
(03-06) 5RURAL HOUSING SERVICE
PAYMENT SUBSIDY RENEWAL CERTIFICATIONFORM APPROVED
OMB NO. 0575-0172VINCENT R STEWART
HEATHER M STEWART
18 THIRD AVENUE
HADLEY, NY 12835

RECEIVED

AUG 24 2015

08/04/15

3129

Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!

The information I (we) have provided is complete and true to the best of my (our) knowledge. I (we) understand that the information below is being collected to determine if I am (we are) eligible to receive payment subsidies and that failure to provide complete and accurate information can result in criminal and civil penalties.

Borrower Signature

Date

Borrower Signature

Date

Alternate Phone or Work No: ()

YOU MUST RETURN THIS FORM (NOT A COPY) BY MAIL. DO NOT FAX!

1. ALL ADULT HOUSEHOLD MEMBERS MUST SIGN AN "AUTHORIZATION TO RELEASE INFORMATION" FORM 3550-1

2. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY:

| HOUSEHOLD MEMBER'S FULL NAME - BEGIN WITH YOURSELF | RELATIONSHIP TO THE HEAD | AGE | SOCIAL SECURITY NUMBER | EMPLOYED YES / NO | FULL TIME STUDENT YES / NO | DISABLED YES / NO |
|--|-----------------------------|-----|---------------------------|----------------------|----------------------------------|----------------------|
| | | | | X | X | X |
| | | | | X | X | X |
| | | | | X | X | X |
| | | | | X | X | X |
| | | | | X | X | X |

3. Yes ☒ No ☐ Did anyone living in your household file Federal Income Tax last year?YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, OR TELEFILE TAX RECORDS
FOR ALL ADULT HOUSEHOLD MEMBERS WHO FILED. DO NOT SEND FORM 8453!!!4. Yes ☐ No ☒ Is anyone living in your household self-employed?

IF YES -- YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX SCHEDULE FOR C OR F.

5. \$ Amount of Real Estate Taxes due each year.

I am exempt from paying.

6. \$ Amount of Property Insurance paid each year.

I do not have insurance.

7. ATTACH THE TWO (2) MOST RECENT AND CONSECUTIVE PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD AND
COMPLETE THE FOLLOWING FOR EACH JOB:

| HOUSEHOLD MEMBER'S FULL NAME | AMOUNT OF YEARLY INCOME | EMPLOYER NAME AND ADDRESS | EMPLOYER PHONE NO. |
|---------------------------------|----------------------------|---------------------------|--------------------|
| Vincent R. Stewart | | | () |
| | | | () |
| | | | () |

*** COMPLETE 2ND PAGE OF THIS FORM ***

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Form RD 3550-21
(03-06)RURAL HOUSING SERVICE
PAYMENT SUBSIDY RENEWAL CERTIFICATION
RECEIVEDFORM APPROVED
OMB NO. 0575-017219
VINCENT R STEWART
HEATHER M STEWART
18 THIRD AVENUE
HADLEY NY 12835

MAR 24 2015

01/30/15

3129

Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!

The information I (we) have provided is complete and true to the best of my (our) knowledge. I (we) understand that the information below is being collected to determine if I am (we are) eligible to receive payment subsidies and that failure to provide complete and accurate information can result in criminal and civil penalties.

Borrower Signature [Signature] Date 3/11/15 Borrower Signature [Signature] Date 3/11/15Home Phone No: [Redacted] Alternate Phone or Work No: ()

YOU MUST RETURN THIS FORM (NOT A COPY) BY MAIL. DO NOT FAX!

1. ALL ADULT HOUSEHOLD MEMBERS MUST SIGN AN "AUTHORIZATION TO RELEASE INFORMATION" FORM 3550-1

2. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY:

| HOUSEHOLD MEMBER'S FULL NAME - BEGIN WITH YOURSELF | RELATIONSHIP TO THE HEAD | AGE | SOCIAL SECURITY NUMBER | EMPLOYED YES / NO | FULL TIME STUDENT YES / NO | DISABLED YES / NO |
|--|-----------------------------|-----|---------------------------|----------------------|----------------------------------|----------------------|
| [Redacted] | | | | ✓ | | ✓ |
| | | | | ✓ | | ✓ |
| | | | | ✓ | ✓ | ✓ |
| | | | | ✓ | ✓ | ✓ |
| | | | | ✓ | ✓ | ✓ |

3. Yes ☒ No ☐ Did anyone living in your household file Federal Income Tax last year?YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, OR TELEFILE TAX RECORDS
FOR ALL ADULT HOUSEHOLD MEMBERS WHO FILED. DO NOT SEND FORM 9453!!!4. Yes ☐ No ☒ Is anyone living in your household self-employed?

IF YES - YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX SCHEDULE FOR C OR F.

5. \$ 1044.- Amount of Real Estate Taxes due each year.

I am exempt from paying.

6. \$ 535.- Amount of Property Insurance paid each year.

I do not have insurance.

7. ATTACH THE TWO (2) MOST RECENT AND CONSECUTIVE PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD AND
COMPLETE THE FOLLOWING FOR EACH JOB:

| HOUSEHOLD MEMBER'S FULL NAME | AMOUNT OF YEARLY INCOME | EMPLOYER NAME AND ADDRESS | EMPLOYER PHONE NO. |
|---------------------------------|----------------------------|---------------------------|--------------------|
| [Redacted] | | | |
| | | | () |

*** COMPLETE 2ND PAGE OF THIS FORM ***

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Form RD 3550-21
(03-06)RURAL HOUSING SERVICE
PAYMENT SUBSIDY RENEWAL CERTIFICATIONFORM APPROVED
OMB NO. 0575-0172VINCENT R STEWART
HEATHER M STEWART
18 THIRD AVENUE
HADLEY NY 12835

RECEIVED

APR 15 2013

EFMB/FEP8

02/01/13

3129

Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!The information I (we) have provided is complete and true to the best of my (our) knowledge. I (we) understand that the
information below is being collected to determine if I am (we are) eligible to receive payment subsidies and that failure to
provide complete and accurate information can result in criminal and civil penalties.

[Signature] 4/3/13 [Signature] 4/3/13
Borrower Signature Date Borrower Signature Date

Home Phone No: () Alternate Phone or Work No: ()

YOU MUST RETURN THIS FORM (NOT A COPY) BY MAIL. DO NOT FAX!

1. ALL ADULT HOUSEHOLD MEMBERS MUST SIGN AN 'AUTHORIZATION TO RELEASE INFORMATION' FORM 3550-1

2. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY:

| HOUSEHOLD MEMBER'S FULL NAME - BEGIN WITH YOURSELF | RELATIONSHIP TO THE HEAD | AGE | SOCIAL SECURITY NUMBER | EMPLOYED YES / NO | FULL TIME STUDENT YES / NO | DISABLED YES / NO |
|--|-----------------------------|-----|---------------------------|----------------------|----------------------------------|----------------------|
| [REDACTED] | | | | X | | X |
| | | | | X | | X |
| | | | | | X | X |
| | | | | X | X | X |
| | | | | | | |

3. Yes X No Did anyone living in your household file Federal Income Tax last year?YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, OR TELEFILE TAX RECORDS
FOR ALL ADULT HOUSEHOLD MEMBERS WHO FILED. DO NOT SEND FORM 8453!!!4. Yes No X Is anyone living in your household self-employed?

IF YES - YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX SCHEDULE FOR C OR F.

5. \$ 1020.47 Amount of Real Estate Taxes due each year. I am exempt from paying.6. \$ Amount of Property Insurance paid each year. I do not have insurance.7. ATTACH THE TWO (2) MOST RECENT AND CONSECUTIVE PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD AND
COMPLETE THE FOLLOWING FOR EACH JOB:

| HOUSEHOLD MEMBER'S FULL NAME | AMOUNT OF YEARLY INCOME | EMPLOYER NAME AND ADDRESS | EMPLOYER PHONE NO. |
|---------------------------------|----------------------------|---------------------------|--------------------|
| [REDACTED] | | | |
| | | | () |

*** COMPLETE 2ND PAGE OF THIS FORM ***

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

0055000373481291130402NY3

7F00001500Z L1011001

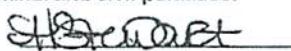
06-04-12:01:21PM:

2/ 20

Form RD 3550-21
(03-06)RURAL HOUSING SERVICE
PAYMENT SUBSIDY RENEWAL CERTIFICATIONFORM APPROVED
OMB NO. 0575-0172VINCENT R STEWART
HEATHER M STEWART
18 THIRD AVENUE
HADLEY NY 12835

04/30/12


8129

Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!The information I (we) have provided is complete and true to the best of my (our) knowledge. I (we) understand that the
information below is being collected to determine if I am (we are) eligible to receive payment subsidies and that failure to
provide complete and accurate information can result in criminal and civil penalties.
Borrower Signature5/19/12
Date
Borrower Signature5/19/12
DateAlternate Phone or Work No: 

YOU MUST RETURN THIS FORM (NOT A COPY) BY MAIL. DO NOT

1. ALL ADULT HOUSEHOLD MEMBERS MUST SIGN AN "AUTHORIZATION TO RELEASE INFORMATION" FORM 3550-1


2. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY:

| HOUSEHOLD MEMBER'S FULL NAME - BEGIN WITH YOURSELF | RELATIONSHIP TO THE HEAD | AGE | SOCIAL SECURITY NUMBER | EMPLOYED YES / NO | FULL TIME STUDENT YES / NO | DISABLED YES / NO |
|---|-----------------------------|-----|---------------------------|----------------------|----------------------------------|----------------------|
|  | | | | X | | X |
| | | | | X | | X |
| | | | | X | | X |
| | | | | | | |
| | | | | | | |

3. Yes ☒ No ☐ Did anyone living in your household file Federal Income Tax last year?YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, OR TELEFILE TAX RECORDS
FOR ALL ADULT HOUSEHOLD MEMBERS WHO FILED. DO NOT SEND FORM 9453!!!4. Yes ☐ No ☒ Is anyone living in your household self-employed?

IF YES - YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX SCHEDULE FOR C OR F.

5. \$ Amount of Real Estate Taxes due each year. I am exempt from paying.6. \$ Amount of Property Insurance paid each year. I do not have insurance.7. ATTACH THE TWO (2) MOST RECENT AND CONSECUTIVE PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD AND
COMPLETE THE FOLLOWING FOR EACH JOB:

| HOUSEHOLD MEMBER'S FULL NAME | AMOUNT OF YEARLY INCOME | EMPLOYER NAME AND ADDRESS | EMPLOYER PHONE NO. |
|--|----------------------------|---------------------------|--------------------|
|  | | | |
| | | | |
| | | | |
| | | | () |

*** COMPLETE 2ND PAGE OF THIS FORM ***

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00000015002 L1011004

Form RD 3550-21
(03-08)RURAL HOUSING SERVICE
PAYMENT SUBSIDY RENEWAL CERTIFICATIONFORM APPROVED
OMB NO. 0575-0172VINCENT R STEWART
HEATHER M STEWART
18 THIRD AVENUE
HADLEY NY 12835

RECEIVED

02/02/12

APR 05 2012

8129

IMAGING PROCESSING UNIT

Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!The information I (we) have provided is complete and true to the best of my (our) knowledge. I (we) understand that the
information below is being collected to determine if I am (we are) eligible to receive payment subsidies and that failure to
provide complete and accurate information can result in criminal and civil penalties.Borrower Signature [Signature] Date 2/12/12 Borrower Signature [Signature] Date 2/12/12 03/26/12Alternate Phone or Work No: [Redacted]

YOU MUST RETURN THIS FORM (NOT A COPY) BY MAIL. DO NOT

1. ALL ADULT HOUSEHOLD MEMBERS MUST SIGN AN "AUTHORIZATION TO RELEASE INFORMATION" FORM 3550-1

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| HOUSEHOLD MEMBER'S FULL NAME - BEGIN WITH YOURSELF | RELATIONSHIP TO THE HEAD | AGE | SOCIAL SECURITY NUMBER | EMPLOYED YES / NO | FULL TIME STUDENT YES / NO | DISABLED YES / NO |
|--|-----------------------------|------------|---------------------------|----------------------|----------------------------------|----------------------|
| [Redacted] | [Redacted] | [Redacted] | [Redacted] | X | | X |
| | | | | X | | X |
| | | | | X | X | X |
| | | | | X | X | X |
| | | | | | | |
| | | | | | | |

3. Yes ☒ No ☐ Did anyone living in your household file Federal Income Tax last year?
YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, OR TELEFILE TAX RECORDS
FOR ALL ADULT HOUSEHOLD MEMBERS WHO FILED. DO NOT SEND FORM 943!!!4. Yes ☐ No ☒ Is anyone living in your household self-employed?
IF YES - YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX SCHEDULE FOR C OR F.5. \$ Amount of Real Estate Taxes due each year. I am exempt from paying.6. \$ Amount of Property Insurance paid each year. I do not have insurance.7. ATTACH THE TWO (2) MOST RECENT AND CONSECUTIVE PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD AND
COMPLETE THE FOLLOWING FOR EACH JOB:

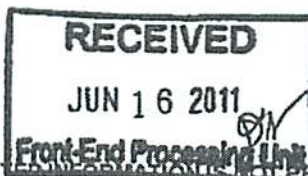
| HOUSEHOLD MEMBER'S FULL NAME | AMOUNT OF YEARLY INCOME | EMPLOYER NAME AND ADDRESS | EMPLOYER PHONE NO. |
|---------------------------------|----------------------------|---------------------------|--------------------|
| [Redacted] | | | |
| | | | () |

*** COMPLETE 2ND PAGE OF THIS FORM ***

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C8000012802 L1011801

Form RD 3550-21
(03-05)RURAL HOUSING SERVICE
PAYMENT SUBSIDY RENEWAL CERTIFICATIONFORM APPROVED
OMB NO. 0575-0172VINCENT R STEWART
HEATHER M STEWART
18 THIRD AVENUE
HADLEY NY 12835

05/27/11

8129

Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!

The information I (we) have provided is complete and true to the best of my (our) knowledge. I (we) understand that the information below is being collected to determine if I am (we are) eligible to receive payment subsidies and that failure to provide complete and accurate information can result in criminal and civil penalties.

Borrower Signature

6/7/11

Date

Borrower Signature

6/7/11

Date

Alternate Phone or Work No: [REDACTED]

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1. ALL ADULT HOUSEHOLD MEMBERS MUST SIGN AN "AUTHORIZATION TO RELEASE INFORMATION" FORM 3550-1

2. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY:

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|--|-----------------------------|------------|---------------------------|------------|----------------------------------|----------------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

3. Yes ☒ No ☐ Did anyone living in your household file Federal Income Tax last year?YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, OR TELEFILE TAX RECORDS
FOR ALL ADULT HOUSEHOLD MEMBERS WHO FILED. DO NOT SEND FORM 8453!!!4. Yes ☐ No ☒ Is anyone living in your household self-employed?

IF YES - YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX SCHEDULE FOR C OR F.

5. \$ 986.97 Amount of Real Estate Taxes due each year. see below I am exempt from paying.6. \$ 533.00 Amount of Property Insurance paid each year. I do not have insurance.7. ATTACH THE TWO (2) MOST RECENT AND CONSECUTIVE PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD AND
COMPLETE THE FOLLOWING FOR EACH JOB:

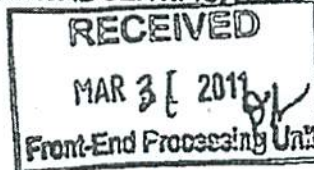
| HOUSEHOLD MEMBER'S FULL NAME | AMOUNT OF YEARLY INCOME | EMPLOYER NAME AND ADDRESS | EMPLOYER PHONE NO. |
|---------------------------------|----------------------------|---------------------------|--------------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | () |
| [REDACTED] | [REDACTED] | [REDACTED] | () |

*** COMPLETE 2ND PAGE OF THIS FORM ***

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0055000373481291110527NY2

H000026503 L1611002

Form RD 3550-21
(03-06)RURAL HOUSING SERVICE
PAYMENT SUBSIDY RENEWAL CERTIFICATIONFORM APPROVED
OMB NO. 0575-0172VINCENT R STEWART
HEATHER M STEWART
18 THIRD AVENUE
HADLEY NY 128358/16/11 03/01/11
8129Please provide the following information in ink. IF ANY REQUESTED INFORMATION IS NOT PROVIDED,
YOUR PAYMENT SUBSIDY REQUEST CANNOT BE PROCESSED!The information I (we) have provided is complete and true to the best of my (our) knowledge. I (we) understand that the
information below is being collected to determine if I am (we are) eligible to receive payment subsidies and that failure to
provide complete and accurate information can result in criminal and civil penalties.

[Signature] 3/7/11 [Signature] 3/7/11
Borrower Signature Date Borrower Signature Date

Home Phone No: [REDACTED]

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|--|-----------------------------|------------|---------------------------|--------------------|--------------------------------|--------------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | X | X |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | X | X |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | X | X |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | X | X |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | | |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | | |

3. Yes ☒ No ☐ Did anyone living in your household file Federal Income Tax last year?YOU MUST INCLUDE A COPY OF LAST YEAR'S IRS FORM(S) 1040, 1040EZ, 1040A, OR TELEFILE TAX RECORDS
FOR ALL ADULT HOUSEHOLD MEMBERS WHO FILED. DO NOT SEND FORM 8453!!!4. Yes ☐ No ☒ Is anyone living in your household self-employed?

IF YES - YOU MUST INCLUDE A COPY OF LAST YEAR'S FEDERAL INCOME TAX SCHEDULE FOR C OR F.

5. \$ ~~3450.00~~ 1985.64 Amount of Real Estate Taxes due each year. ~~Amount~~ I am exempt from paying.6. \$ ~~533.00~~ Amount of Property Insurance paid each year. I do not have insurance.7. ATTACH THE TWO (2) MOST RECENT AND CONSECUTIVE PAY STUBS FOR ALL JOBS IN YOUR HOUSEHOLD AND
COMPLETE THE FOLLOWING FOR EACH JOB:

| HOUSEHOLD MEMBER'S FULL NAME | AMOUNT OF YEARLY INCOME | EMPLOYER NAME AND ADDRESS | EMPLOYER PHONE NO. |
|---------------------------------|----------------------------|---------------------------|--------------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | () |

*** COMPLETE 2ND PAGE OF THIS FORM ***

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0055000373481291110301NY2

Form RD 3550-12
(Rev. 9-06)United States Department of Agriculture
Rural Housing ServiceForm Approved
OMB No. 0575-0172Account # [REDACTED] 3129**SUBSIDY REPAYMENT AGREEMENT**

Only one agreement should be executed by the subject borrower for the subject property. The agreement is completed at the closing of the first Agency loan to the borrower regardless of whether or not they qualify for payment assistance at that time.

1. As required under section 521 of the Housing Act of 1949 (42 U.S.C. 1490a), subsidy received in accordance with a loan under section 502 of the Housing Act of 1949 is repayable to the Government upon the disposition or nonoccupancy of the security property. Deferred mortgage payments are included as subsidy under this agreement.
2. When I fail to occupy or transfer title to my home, recapture is due. If I refinance or otherwise pay in full without transfer of title and continue to occupy the property, the amount of recapture will be calculated but; payment of recapture can be deferred, interest free, until the property is subsequently sold or vacated. If deferred, the Government mortgage can be subordinated but will not be released nor the promissory note satisfied until the Government is paid in full. In situations where deferment of recapture is an option, recapture will be discounted 25% if paid in full at time of settlement.

3. Calculating Original Equity.

For Self-Help loans, the market value is the appraised value as determined at the time of loan approval/obligation, which is subject to completion per plans and specifications. If the house is not ultimately furnished under the Self-Help program, an amended agreement using the market value definition for all other transactions as outlined below must be completed.

For all other transactions, the market value is the lower of the:

- Sales price, construction/rehabilitation cost, or total of these costs, whichever is applicable
- OR
- Appraised value as determined at the time of loan approval/obligation.

If the applicant owns the building site free and clear or if an existing non-Agency debt on the site without a dwelling will not be refinanced with Agency funds, the market value will be the lower of the appraised value or the construction cost plus the value of the site.

Market value of property located at:

18 Third AvenueHadley, NY 12835\$ 134,574.00

Less Prior Liens

\$ _____ Held by _____

\$ _____ Held by _____

Less Subordinate Affordable Housing Products

\$ _____ Held by _____

\$ _____ Held by _____

Less Rural Development Single Family Housing Loans
Equals Original Equity (If negative number use "0")\$ 131,200.00\$ 3,374.00

Percent of Original Equity

\$ 2.51 %

(Determined by dividing original equity by the market value)

4. If all loans are not subject to recapture, or if all loans subject to recapture are not being paid, the amount to be recaptured is computed according to the following formula. Divide the balance of loans subject to recapture that are being paid by the balance of all open loans. Multiply the result by 100 to determine the percent of the outstanding balance of open loans being paid.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

37348129

5.

| months loan outstanding | Average interest rate paid | | | | | | | |
|-------------------------------|----------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----|
| | 1 % | 1.1 2% | 2.1 3% | 3.1 4% | 4.1 5% | 5.1 6% | 6.1 7% | >7% |
| 0 - 59 | .50 | .50 | .50 | .50 | .44 | .32 | .22 | .11 |
| 60 - 119 | .50 | .50 | .50 | .49 | .42 | .31 | .21 | .11 |
| 120 - 179 | .50 | .50 | .50 | .48 | .40 | .30 | .20 | .10 |
| 180 - 239 | .50 | .50 | .49 | .42 | .36 | .26 | .18 | .09 |
| 240 - 299 | .50 | .50 | .46 | .38 | .33 | .24 | .17 | .09 |
| 300 - 359 | .50 | .45 | .40 | .34 | .29 | .21 | .14 | .09 |
| 360 & up | .47 | .40 | .36 | .31 | .26 | .19 | .13 | .09 |

6. Calculating Recapture

Current Market value

LESS

Original amount of prior liens and subordinate affordable housing products,
 RHS balance,
 Reasonable closing costs,
 Principal reduction at note rate,
 Original equity (see paragraph 3), and
 Capital improvements (see 7 CFR part 3550).

EQUALS

Appreciation value. (If this is a positive value, continue.)

TIMES

Percentage in paragraph 4 (if applicable),
 Percentage in paragraph 5, and
 Return on borrower's original equity (100% - percentage in paragraph 3).

EQUALS

Value appreciation subject to recapture. Recapture due equals the lesser of this figure or
 the amount of subsidy received.

Borrower agrees to pay recapture in accordance with this agreement.

| | |
|-----------------------------------|--------------------|
| Borrower <i>W. A. R. Stewart</i> | Date 12-03-2009 |
| Borrower <i>Heather M Stewart</i> | Date 12-03-2009 |

37348129

Exhibit D



**United States
Department of
Agriculture**

Rural Development

Centralized Servicing Center
P.O. Box 66827
St. Louis, MO 63166
(800) 793-8861 (Voice)
(800) 438-1832 (TDD/TTY Hearing Impaired Only) or
(314) 457-4450 (FAX)

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

VINCENT R STEWART
18 THIRD AVENUE
HADLEY NY 12835

SUBJECT: NOTICE OF ACCELERATION OF YOUR MORTGAGE LOAN(S); NOTICE OF INTENT TO FORECLOSE; AND NOTICE OF YOUR OPPORTUNITY TO HAVE A HEARING CONCERNING THIS ACTION.

Dear VINCENT R STEWART

PLEASE TAKE NOTE that the entire indebtedness due on the promissory note(s) and/or assumption agreement(s) which evidence the loan(s) received by you from the United States of America, acting through the United States Department of Agriculture Rural Housing Program (RHS), formerly Farmers Home Administration, is now declared immediately due and payable. If payment in full is not made, the RHS intends to enforce its real estate mortgage(s) or deed(s) of trust given to secure the indebtedness by foreclosure of its lien(s) on your house.

| <u>Account Number(s)</u> | <u>Date of Instruments</u> | <u>Amount</u> |
|--------------------------|----------------------------|---------------|
| ██████████ 8129 | 12/03/09 | 131200.00 |

The recent bankruptcy proceeding filed by you has resulted in a discharge of the debt(s) owed by you to RHS so nothing contained in this notice should be construed as an attempt by RHS to collect or enforce the debt(s) as your personal obligation. However, RHS is entitled to collect the debt(s) by way of foreclosure of its lien(s) on your house.

This acceleration of your indebtedness is made in accordance with the authority granted in the above-described instrument(s). The reason(s) for the acceleration of your indebtedness is (are) as follows:

MONETARY DEFAULT

The balance of the account is \$ 118653.10 unpaid principal and
\$ 4007.64 unpaid interest, as of 12/06/16 , plus additional interest accruing at the rate
of \$ 15.8475 per day thereafter, plus additional advances to be made by the United States
for the protection of its security, the interest accruing on any such advances, fees, or late charges,
and the amount of subsidy to be recaptured in accordance with the Subsidy Repayment Agreement.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Unless full payment of this indebtedness is received within 30 days from the date of this letter, the United States will take action to foreclose its lien on your house and to pursue any other available remedies. **Payment should be made by cashier's check, certified check, or postal money orders payable to the USDA/RD and mailed to the following address:**

USDA-Rural Development
P.O. Box 790170
St. Louis, MO 63179-0170

If you submit to the United States any payment insufficient to pay the account in full or insufficient to comply with any arrangements agreed to between the RHS and yourself, the payment WILL NOT CANCEL the effect of this notice. If insufficient payments are received and credited to your account, no waiver or prejudice of any rights which the United States may have will result and the RHS may proceed as though no such payments had been made.

YOUR RIGHT TO A DISCUSSION WITH RHS - You have the opportunity to discuss this decision to accelerate your loan(s) with a RHS official or have an administrative appeal hearing before the foreclosure takes place. This is an opportunity to discuss why you believe the United States is in error in accelerating your loan(s) and proceeding with foreclosure. If you desire to have an informal discussion with an RHS official or have any questions concerning this decision or the facts used in making this decision, you should contact this office in writing. The request for an informal discussion must be sent to the undersigned no later than 12/21/16. Requests which are postmarked by the U. S. Postal Service on or before that date will be considered as timely received. You also have the right to an administrative appeal hearing with a hearing officer instead of, or in addition to, an informal discussion with this office. If you request an informal discussion with an RHS official, and this does not result in a decision in which you concur, you will be given a separate time frame in which to submit your request for an administrative appeal. See the attachment for your appeal rights.)

YOUR RIGHT TO AN ADMINISTRATIVE APPEAL HEARING - If you do not wish to have an informal discussion with an RHS official as outlined above, you may request an administrative appeal with a member of the National Appeals Division Area Supervisor, no later than 30 days after the date on which you received this notice. Requests which are postmarked by the U.S. Postal Service on or before that date will be considered as timely received as requesting an administrative appeal. Please include a copy of this letter with your request.

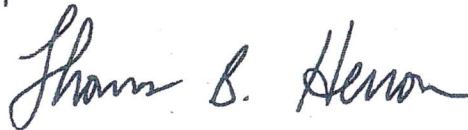
If you fail to comply with the requirement outlined, the United States plans to proceed with foreclosure. You may avoid foreclosure by (1) refinancing your RHS loan(s) with a private or commercial lender or otherwise paying your indebtedness in full; (2) selling the property for its fair market value and applying the proceeds to your loan(s); (3) transferring the loan(s) and property to an eligible or ineligible applicant with RHS approval; or (4) conveying the property to the Government with RHS approval. Please contact our Centralized Servicing Center office at 1-800-793-8861, if you desire to satisfy your loan(s) by one of the above methods.

You cannot be discriminated against in a credit transaction because of your race, color, religion, national origin, sex, marital status, handicap, or age (if you have the legal capacity to enter into a contract). You cannot be denied a loan because all or a part of your income is from a public assistance program. If you believe you have been discriminated against for any of these reasons, you should write to the Secretary of Agriculture, Washington, D.C. 20250.

You cannot be discriminated against in a credit transaction because you in good faith exercised your rights under the Consumer Credit Protection Act. The Federal Agency responsible for seeing this law is obeyed is the Federal Trade Commission, Washington, D.C. 20580.

For questions regarding your account, please call Default Management toll free at 1-800-793-8861 or 1-800-438-1832 (TDD/TTY Hearing Impaired Only), 7:00 a.m. to 5:00 p.m., Monday through Friday, Central Time. Please refer to your Account number when you write or call us. Thank you.

UNITED STATES OF AMERICA
BY



Thomas B Herron
Director, Default Management Branch
Rural Development
United States Department of Agriculture

Date: 12/06/16
Attachment
CC: State Office

This letter was mailed certified and regular mail on 12/06/16 .



**United States
Department of
Agriculture**

Rural Development
Centralized Servicing Center
P.O. Box 66827
St. Louis, MO 63166
(800) 793-8861 (Voice)
(800) 438-1832 (TDD/TTY Hearing Impaired Only) or
(314) 457-4450 (FAX)

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

HEATHER M STEWART
18 THIRD AVENUE
HADLEY NY 12835

SUBJECT: NOTICE OF ACCELERATION OF YOUR MORTGAGE LOAN(S); NOTICE OF INTENT TO FORECLOSE; AND NOTICE OF YOUR OPPORTUNITY TO HAVE A HEARING CONCERNING THIS ACTION.

Dear HEATHER M STEWART

PLEASE TAKE NOTE that the entire indebtedness due on the promissory note(s) and/or assumption agreement(s) which evidence the loan(s) received by you from the United States of America, acting through the United States Department of Agriculture Rural Housing Program (RHS), formerly Farmers Home Administration, is now declared immediately due and payable. If payment in full is not made, the RHS intends to enforce its real estate mortgage(s) or deed(s) of trust given to secure the indebtedness by foreclosure of its lien(s) on your house.

| <u>Account Number(s)</u> | <u>Date of Instruments</u> | <u>Amount</u> |
|--------------------------|----------------------------|---------------|
| ██████ 8129 | 12/03/09 | 131200.00 |

The recent bankruptcy proceeding filed by you has resulted in a discharge of the debt(s) owed by you to RHS so nothing contained in this notice should be construed as an attempt by RHS to collect or enforce the debt(s) as your personal obligation. However, RHS is entitled to collect the debt(s) by way of foreclosure of its lien(s) on your house.

This acceleration of your indebtedness is made in accordance with the authority granted in the above-described instrument(s). The reason(s) for the acceleration of your indebtedness is (are) as follows:

MONETARY DEFAULT

The balance of the account is \$ 118653.10 unpaid principal and
\$ 4007.64 unpaid interest, as of 12/06/16 , plus additional interest accruing at the rate
of \$ 15.8475 per day thereafter, plus additional advances to be made by the United States
for the protection of its security, the interest accruing on any such advances, fees, or late charges,
and the amount of subsidy to be recaptured in accordance with the Subsidy Repayment Agreement.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Unless full payment of this indebtedness is received within 30 days from the date of this letter, the United States will take action to foreclose its lien on your house and to pursue any other available remedies. **Payment should be made by cashier's check, certified check, or postal money orders payable to the USDA/RD and mailed to the following address:**

USDA-Rural Development
P.O. Box 790170
St. Louis, MO 63179-0170

If you submit to the United States any payment insufficient to pay the account in full or insufficient to comply with any arrangements agreed to between the RHS and yourself, the payment WILL NOT CANCEL the effect of this notice. If insufficient payments are received and credited to your account, no waiver or prejudice of any rights which the United States may have will result and the RHS may proceed as though no such payments had been made.

YOUR RIGHT TO A DISCUSSION WITH RHS - You have the opportunity to discuss this decision to accelerate your loan(s) with a RHS official or have an administrative appeal hearing before the foreclosure takes place. This is an opportunity to discuss why you believe the United States is in error in accelerating your loan(s) and proceeding with foreclosure. If you desire to have an informal discussion with an RHS official or have any questions concerning this decision or the facts used in making this decision, you should contact this office in writing. The request for an informal discussion must be sent to the undersigned no later than 12/21/16. Requests which are postmarked by the U. S. Postal Service on or before that date will be considered as timely received. You also have the right to an administrative appeal hearing with a hearing officer instead of, or in addition to, an informal discussion with this office. If you request an informal discussion with an RHS official, and this does not result in a decision in which you concur, you will be given a separate time frame in which to submit your request for an administrative appeal. See the attachment for your appeal rights.)

YOUR RIGHT TO AN ADMINISTRATIVE APPEAL HEARING - If you do not wish to have an informal discussion with an RHS official as outlined above, you may request an administrative appeal with a member of the National Appeals Division Area Supervisor, no later than 30 days after the date on which you received this notice. Requests which are postmarked by the U.S. Postal Service on or before that date will be considered as timely received as requesting an administrative appeal. Please include a copy of this letter with your request.

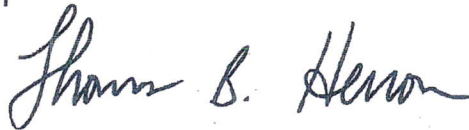
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UNITED STATES OF AMERICA
BY



Thomas B Herron
Director, Default Management Branch
Rural Development
United States Department of Agriculture

Date: 12/06/16
Attachment
CC: State Office

This letter was mailed certified and regular mail on 12/06/16 .



**UNITED STATES
POSTAL SERVICE.**

Date Produced: 12/26/2016

USDA - RURAL HOUSING SERVICE:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0108 4749 4552 72. Our records indicate that this item was delivered on 12/21/2016 at 11:08 a.m. in CORINTH, NY 12822. The scanned image of the recipient information is provided below.

Signature of Recipient :

A handwritten signature in black ink, appearing to read "V.S. Smith".

Address of Recipient :

A handwritten address in black ink, appearing to read "401 G.H. St. Apt 2".

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 37348129

Exhibit E



United States Department of Agriculture

Certified Mail #70121640000042783780

June 8, 2017

Vincent R Stewart
Heather M Stewart
401 Oak Street
Corinth, New York, 12822

YOU MAY BE AT RISK OF FORECLOSURE. PLEASE READ THE FOLLOWING NOTICE CAREFULLY.

As of 06/08/2017, your home loan is 401 days and \$13,447.69 dollars in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home. Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm. Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage

**Rural Development • New York State Office
Single Family Housing Division**

441 South Salina Street, Suite 357 • Syracuse, NY 13202
Voice (315) 477-6423 • Fax (855) 477-8531 • TDD 800-421-1220 (711)

USDA is an equal opportunity provider, employer, and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 315-477-6423 and ask to discuss possible options.

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 888-995-4673 or visit the Department's website at www.dfs.ny.gov.

IMPORTANT: You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

Sincerely,

CARLA REESE
SFH Program Specialist



United States Department of Agriculture

June 8, 2017

Vincent R Stewart
Heather M Stewart
401 Oak Street
Corinth, New York, 12822

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CARLA REESE
SFH Program Specialist

Hasler

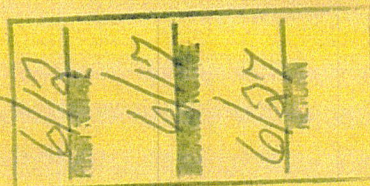
06/09/2017

US POSTAGE

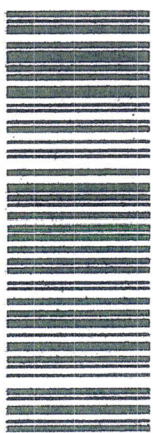
\$07.50

ZIP 13202
011D10629

2017 JUL 10 AM 11:56



CERTIFIED MAIL™



7012 1640 0000 4278 3780

Return Receipt Requested

unc

Vincent R Stewart
Heather M Stewart
401 Oak Street

Corinth, New York, 12822

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

| | |
|---|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |



Sent To Vincent R Stewart & Heather M Stewart
Street, Apt. No.,
or PO Box No. 401 Oak Street
City, State, ZIP+4 Corinth, NY, 12822

PS Form 3800, August 2006

See Reverse for Instructions

STATES DEPARTMENT OF CORRECTIONS

1-571081N0900 2852422021 15B
RETURN TO SENDER
UNABLE TO FORWARD
NIXE 061 DE 1 9000

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

United States of America, Acting Through the Rural Housing Service or
Successor Agency, United States Department of Agriculture

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Manfredi Law Group, PLLC
302 E. 19th Street, Suite 2A, NY, NY 10003
347 614 7006

DEFENDANTS

Vincent R Stewart
Heather M. Stewart aka Heather M. Straight, "John Doe" 1-5 and "
Jane Doe" 1-5

County of Residence of First Listed Defendant Saratoga
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question
(U.S. Government Not a Party)
☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|---|--|---|---|---|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes |
| REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement | | | |

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Title 28, United States Code, Section 1345

Brief description of cause:
foreclose on mortgage

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

10/27/2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ John Manfredi

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

Waived

APPLYING IFP

JUDGE

LEK

MAG. JUDGE

DJS

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.